1. Nuneaton & Bedworth Leisure Trust (NBLT).

1.1 These terms & conditions relate to the proprietary facilities operated by NBLT ("the proprietor").

1.2 Any NBLT facilities are here after referred to as Health & Fitness.

1.3 It is a condition of acceptance of the PAYG/ monthly/annual payment scheme that the facility user ("the customer") agrees to be bound by these terms and conditions.

1.4 All joining fees, part monthly payments, subscriptions and other receipts shall become the property of the proprietor and upon cancellation or termination of the monthly/annual payment scheme, no refund will be made to the customer of any payments already made, unless in regards to the cooling off period (see section 5)

2. Monthly/Annual Payment Scheme

2.1 The proprietor reserves the right to reject any application for the monthly/ annual payment scheme of Health & Fitness, without giving any particular reason.

2.2 The monthly/annual payment scheme card is personal to the customer only and cannot be transferred to another person. A customer may not loan his/her monthly/annual payment scheme card or permit it to be used by anyone else. The proprietor may assign the benefit of this agreement to any person, firm or company at any time without notice to the payment scheme user. If a customer breaches these conditions we reserve the right to terminate this agreement subject to section 7.

2.3 **2.3 The 'committed' monthly payment scheme is for an initial period of six or twelve full calendar months** (as well as the part of the month in which your payment scheme begins, where this applies) and will continue each month from the first day of the month until terminated. **Any months gifted as part of any special offer do not count towards the 6 or 12 month commitment period.**

2.4 You are welcome to upgrade your payment scheme at any time, however 'committed' users can only downgrade payment schemes after completing their initial commitment period of either 6 or 12 months.

2.5 We may choose, at any time, to close any payment scheme category to new/current users. You will not be able to join or transfer your payment scheme into a category we have closed.

2.6 If you are a corporate monthly payment customer you will be bound by the rules of the Corporate Monthly Payment Policy.

2.7 **The rolling monthly payment scheme is for 1 month** (as well as the part of the month in which your payment scheme begins, where this applies)and will continue each month from the first day of the month until terminated with 30 days notice in writing.

3. Fees/Times

3.1 A part monthly payment will need to be taken in advance of the first direct debit payment.

3.2 The monthly/annual subscription rate for your health & fitness membership may change from time to time by any amounts we consider reasonable. We will try, but cannot guarantee, to limit changes to the subscription to only one change for each year. We will write to you at least 14 days before the change starts, in line with the Direct Debit Scheme Guarantee.

3.3 We take your monthly subscription payments by direct debit on or around the first working day of the month, and you will pay in advance for the following month. You will need to fill in a direct debit payment authority form.

3.4 The proprietor reserves the right to specify or amend the form in which payment shall be made.

4. Administration

4.1 Customers must present their card on each visit to the health & fitness facilities. A nominal charge of £5.00 will be made to replace cards.

4.2 Customers will be required to have their picture taken for identification purposes.

5. Cooling-off period

5.1 The cooling-off period set out in this section will only apply to you if you are a new customer (a customer who has not previously held a monthly payment scheme with us). After you have joined the scheme, you may cancel your monthly payment scheme for any reason within 14 days of signing your membership contract. This is called a 'cooling-off' period. If you choose to cancel within these 14 days, we will cancel your commitment to the remaining 6 or 12 months subscription. No refund will be made in regards to any joining fees or part monthly payment. If a full month payment has been made, we will send you a refund via BACS transfer to the account you have given us on your application form.

5.2 To cancel your monthly payment scheme within the cooling-off period, you need to complete a cancellation form at the facility where you joined. If you submit a cancellation form by post or email, we accept there may sometimes be a delay in receiving your letter. If you correctly address and post or email this request but it does not reach us within the 14 day cooling-off period, we may still cancel your monthly payment scheme as long as you can show us proof of postage/ email submission (this must show that you posted the letter or sent the email within the 14 day cooling off period).

6. Suspending your Payment Scheme

6.1 Once you have made your first full monthly payment, you may suspend your payments for a minimum of 3 full months and for up to 12 full months for the following reasons only:-

(i) Pregnancy

(ii) Serious illness or injury, deemed to be an incapacity that prevents or significantly impairs the ability to use the facility.

6.2 You must tell us in writing if you want to suspend your monthly payment scheme subscription. We must receive this notice by the 15th day of the calendar month. We will then suspend your payment scheme from the first day of the following calendar month. We will decide whether to allow you to suspend your payment scheme and we may ask for you to provide appropriate evidence e.g. a doctor's certificate. You cannot ask for your suspension to be applied from an earlier date.

6.3 You will need to tell us when you plan to return to our facilities when you write to ask us to suspend your payment scheme, but you may end your suspension earlier than this by contacting the Gym/Operations Manager. We will automatically reactivate your payment scheme on the return date you have provided unless you have cancelled your payment scheme in line with section 7 or return before the given return date.

6.4 If you have made a commitment to the 6 or 12 full calendar months payment scheme, we will extend your commitment by the number of full calendar months your payment scheme has been suspended for.

6.5 Suspending your payment scheme is not the same as cancelling your monthly payment scheme. To cancel, you still have to follow the procedure shown in section 7.

7. Termination

7.1 The customer may terminate the monthly payment scheme on giving at least 30 days written notice to the Gym Manager/ Reception team (notice must be received by the 1st of April for the payment scheme to be cancelled on 30th April- for example). Notice of intent to terminate the monthly payment scheme may be given at any time but will only come into effect after the first full 5 or 11 months of your payment scheme for 'committed' memberships. If the Gym Manager/ Reception team receives your notice after this date, the notice will not come into force until the last day of the following month. No refund is available to those who have made an annual payment.

7.2 If we end your payment scheme under section 7.1, we will not refund your joining fee (if applicable), part monthly payment or any subscriptions that you have paid for the months you were a monthly payment user or for which you have made a commitment to continue as a monthly payment user. You will still be responsible for paying any subscriptions for any initial period of six or 12 full calendar months for which you have committed.

8. If your payments fail

8.1 This details what will happen if you have not paid your monthly payment subscription for one of the reasons outlined below:-

(i) The direct debit details you gave us were wrong. We will ask you to make the payment by cash, debit or credit card and for you to give us your correct details. We will try once more, after which we may cancel your payment scheme straight away should the payment still fail.

(ii) There are not enough funds in your bank account. In these circumstances, we will contact you in writing, to make the payment by cash, debit or credit card. If, after 14 days of writing to you, you still owe us the payment, we may cancel your payment scheme straight away.

(iii) You have cancelled your direct debit with your bank without giving us the notice we need as set out in section 7. If you cancel your direct debit at the bank your account with us will incur arrears charges for outstanding payments under the terms of your payment scheme. In these circumstances, we will contact you in writing, to make the payment by cash, debit or credit card.

If subscriptions remain unpaid you may be contacted by NBLT or a debt agency (working on our behalf) for any payments you owe, you will be responsible for any associated court costs or other costs.

8.2 During the time of any lapsed payment you will be refused entry into Health & Fitness facilities.

9. Free/Guest Passes

9.1 Customers introducing guests shall ensure that their guests complete a guest/activity pass and complete a PARQ. Guest(s) are subject to the gym Rules/Etiquette as displayed in the facility and detailed herein.

9.2 No more than 2 guests may be introduced to Health & Fitness facilities at any one time by the same customer and must be accompanied at the time by the member.

9.3 The management may refuse any guest from using Health & Fitness facilities without giving any particular reason.

10. Reservations

10.1 Reservations for classes may be made up to 7 days in advance. Classes which require payment need to be paid for at time of booking. 24 hours notice is required to cancel reservations. Failure to give the required notice will result in a non attendance charge regardless of customers current package. Currently £3.00 for Premium Package users and full class cost for all other users. Customers will not be able to book further classes until arrears payments are made. If a customer continuously breaches these conditions we reserve the right to terminate this agreement subject to section 7.

11. Facilities

11.1 Health & Fitness may, at times, withdraw all or some of its facilities for certain periods of time to carry out cleaning, repairs, alterations, maintenance and security work or for reasons that are beyond our control. No refund will be made to the monthly/ annual payment scheme customer.

11.2 Health & Fitness reserves the right to alter the opening times and/or calendar of opening days, at least 7 days notice will be given. Details of any changes will be displayed within the facility.

12. Conduct of customers

12.1 NBLT reserves the right to prescribe reasonable regulations as to what is the appropriate dress for any activity in those circumstances. Details of the appropriate dress are displayed within the facility.

12.2 Customers and guests are expected to behave in an orderly fashion at all times whilst in Health & Fitness facilities. Any damage to Health & Fitness property shall be paid for by the customer on behalf of themselves or their guest(s).

12.3 No alcohol, food or illegal substances can be brought by customers into Health & Fitness facilities and smoking is strictly forbidden.

12.4 Customers may not enter Health & Fitness facilities under the influence of alcohol or mind-altering drugs.

12.5 Membership may be refused or rescinded with good reason at the discretion of the management at any time.

13. Disclaimer of Liability

13.1 All customers and guests use Health & Fitness facilities at their own risk. Neither the proprietor nor any agents or employees of either shall be liable for: -

(i) The personal injury or death of any customer or guest while on Health & Fitness premises or while using Health & Fitness facilities, except to the extent that death or personal injury arises from any negligent act or omission of the proprietor or any agent or employee of the proprietor.

(ii) Any loss, damage or theft of personal property belonging to the customer or any guest occurring on Health & Fitness premises.

(iii) All customers who use any of the gym facilities are required to complete a Participant Health Questionnaire prior to using the equipment by law. This information will be stored within the Empire facilities under GDPR compliance. If you, the customer, refuses to fill in the health questionnaire access will not be granted to use the facilities.

13.2 Monthly/annual Payment Scheme customers and/or guests are advised to undergo a medical examination prior to beginning a physical activity programme. Those with high blood pressure above NBLT guidelines will be referred to their GP and will not be able to use the facility until satisfactory completion of a GP referral form.

14. Other

14.1 Any dispute or difference that may arise in regard to the interpretation of the terms & conditions shall be determined by the proprietor whose decision shall be final.

14.2 As a customer you agree to comply with the Health & Fitness Rules/Etiquette which are displayed prominently in the facility and relate to opening hours/days, use of the facility and your conduct. We may (unless stated elsewhere in the agreement) make reasonable changes to these rules at any time proved we give you advance notice of the changes. No refund will be made to the monthly/ annual payment scheme customer.

14.3 The failure of the proprietor to enforce any of its rights at any time for any period shall not be construed as a waiver of such rights.

14.4 If a customer cancels their Monthly Payment Scheme and subsequently rejoins they will have to pay the current joining fee and monthly payment charges at the time of re-joining.

14.5 The proprietor reserves the right to vary, revoke or add to the terms & conditions from time to time as its absolute discretion.

14.6 Changes in address, telephone number or bank details should be given in writing to reception.

14.7 On a periodic basis we may contact you with further information.

14.8 Any facility offered as 'Ladies Only' are ladies only facilities.

15. Price For Life Guarantee

15.1 Any 'Price For Life' guarantees will remain valid for the lifetime of a customers subscription. If a customer chooses to cancel their package they will forfeit any guaranteed prices and will be subject to whatever package prices are available in future.

16. Junior Fitness

16.1 Junior membership is available for 12 - 15 year olds with unlimited access, but must be accompanied by their named responsible adult when using the facilities.

16.2 However, junior members are allowed to use the facilities unaccompanied during pre-bookable supervised sessions.

16.3 Membership will either be a rolling contract, with monthly direct debits that must be signed by a parent/guardian or as pay as you go at a concessionary rate.

16.4 A gym induction must be completed prior to using the facilities, with the named adult in attendance.

16.5 Junior members are not permitted in the heavy weights area of the gym and should not use the 'Jones' machine or barbells.

16.6 Junior members may attend classes **excluding** Keiser I.C, Vibe Cycle, BodyPump, Kettlebells, GRIT & Sprint.

16.7 Personal belongings should be placed in the lockers available in the changing rooms (A locker token may be purchased from reception).

16.8 Membership cards must be shown at reception on entry.

16.9 Junior members are expected to behave in an orderly fashion at all times – no alcohol, food or illegal substances can be consumed on the premises.

16.10 Junior membership may be refused or rescinded with good reason at any time.

16.11 Appropriate attire and footwear must be worn at all times.

17. Customer Assumption of Risk for Juniors

17.1 My child is in good health and there is no medical reason that would prevent them from using the facilities safely. I accept full responsibility for their behaviour and use of any equipment owned by Empire Gym & Studios.

17.2 I also state that I wish them to participate in activities, which may include gymnasium exercises, both cardiovascular and resistance as well as exercise classes. I realise that participation in these activities involve the risk of injury. I hereby confirm that my child is voluntarily engaging in an acceptable level of exercise that has been recommended to them.

17.3 I agree to inform Empire Gym & Studios of any changes in my child's health status at the earliest convenience and understand that some changes may impact their suitability to exercise.

Please read these terms and conditions before signing your application form. Thank you.